

AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT NO. SC-DTS-1100013
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 dated FEB 18 2011 (this "Amendment No. 1"), is made and entered into by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and mailing address is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter referred to as the "CITY", and HDR ENGINEERING, INC., a Nebraska corporation, whose principal place of business and mailing address is 1132 Bishop Street, Suite 1003, Honolulu, Hawaii 96813, hereinafter referred to as the "CONSULTANT". The CITY and the CONSULTANT, are hereinafter collectively referred to as the "parties".

WITNESSETH THAT:

WHEREAS, the parties entered into an Agreement for Professional Services identified as Contract No. SC-DTS-1100013, dated January 12, 2011 (the "Agreement"), for the services of the CONSULTANT to provide architectural and engineering services for the design of three (3) transit stations of the Honolulu High-Capacity Transit Corridor Project ("HHCTCP") comprising the Farrington Highway Station Group;

WHEREAS, the CITY now desires to amend the Agreement to utilize ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED NINETY FOUR and 00/100 DOLLARS (\$114,794.00) of the SIX HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$672,692.00) Allowance for Extra Work for the CONSULTANT to conduct a Design Workshop and related activities;

WHEREAS, Section 5 of the General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu (8/2000) ("General Terms and Conditions"), incorporated by reference into the Agreement, authorizes the CITY at any time to make modifications to the Agreement;

WHEREAS, the parties desire to amend the Agreement as specified under Section 5.1, Modifications of Contracts, of the General Terms and Conditions, to provide for appropriate compensation for changes to the scope of work;

WHEREAS, the CONSULTANT is willing to provide the technical and professional services required if additional compensation is provided for;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree to amend the Agreement as follows:

1. AGREEMENT FOR PROFESSIONAL SERVICES, Paragraph 4. Delete this item in its entirety and replace with the following:

“4. This is a firm-fixed price contract and subject to the provisions of this paragraph and in accordance with Section VI, Compensation and Invoicing, of the Special Provisions and Section 8 of the General Terms and Conditions, the CITY agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Work, the payments in accordance with the Approved Schedule of Milestones, First Amended Exhibit 2B-1, all as set forth in the Special Provisions. The aggregate amount of these lump sum payments shall not exceed FOUR MILLION NINE HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$4,942,798.00) (the “Total Contract Amount”). The lump sum payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State general excise and use tax.

The allowance for extra work of FIVE HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$557,898.00) is not to be exceeded without a contract amendment. Payment for extra work will be negotiated on a fixed-price basis and a contract amendment will be processed to reflect the change. Extra work requested by the CITY shall be authorized as set forth in Section 5 of the General Terms and Conditions. Any funds remaining at the end of the Agreement will revert back to the CITY.

In accordance with the paragraphs above, the total aggregate amount of FIVE MILLION FIVE HUNDRED THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$5,500,696.00) (the “Total Aggregate Amount”) is established as the maximum payable under this Agreement and is subject to the Special Provisions and the General Terms and Conditions, including the provisions thereof related to reducing or increasing the compensation of the CONSULTANT.”

2. SPECIAL PROVISIONS TO THE AGREEMENT FOR PROFESSIONAL SERVICES, EXHIBIT 1 – SCOPE OF WORK, PROJECT PURPOSE AND DESCRIPTION. This section is amended by adding the following item after NTP #1a:

“NTP #1a-1 [EXPECTED DURATION THREE (3) WORKING DAYS] DESIGN WORKSHOP

- The CONSULTANT shall conduct a Design Workshop to commence CONSULTANT’S design effort.
- The Design Workshop is intended to explain design philosophies, site limitations, community input and other considerations utilizing originally developed CITY drawings, dated September 18, 2009, to convey the present schematic design.

- Participants will include PROJECT designers, the WOFH Guideway Design-Build Contractor and design staff, CITY architectural, engineering staff, CONSULTANT staff and others.”

3. SPECIAL PROVISIONS TO THE AGREEMENT FOR PROFESSIONAL SERVICES, EXHIBIT 2A – CONTRACT COST ESTIMATE. Delete this exhibit in its entirety and replace with the FIRST AMENDED EXHIBIT 2A – CONTRACT COST ESTIMATE, attached hereto.

4. SPECIAL PROVISIONS TO THE AGREEMENT FOR PROFESSIONAL SERVICES, EXHIBIT 2B – COMPENSATION AND INVOICING. Delete this exhibit in its entirety and replace with the FIRST AMENDED EXHIBIT 2B – COMPENSATION AND INVOICING, attached hereto.

5. SPECIAL PROVISIONS TO THE AGREEMENT FOR PROFESSIONAL SERVICES, EXHIBIT 2B-1 – PROJECT PAYMENT SCHEDULE. Delete this exhibit in its entirety and replace with the FIRST AMENDED EXHIBIT 2B-1 – PROJECT PAYMENT SCHEDULE, attached hereto.

6. The CONSULTANT shall complete the Work required for the Design Workshop and related activities upon receipt of NTP #1a-1.

7. By signing below, the CONSULTANT hereby represents that, to the best of its knowledge and belief, cost or pricing data, as defined in HAR § 3-122-122 and submitted pursuant to HAR § 3-122-125, either actually or by specific identification in writing to the Officer-in-Charge in support of Amendment No. 1, is accurate, complete, and current as of the date of this Amendment. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and the CITY which are part of the CONSULTANT’s proposal.

8. In the event of any conflict or inconsistency between the provisions of this Amendment No. 1 and any provisions of the Agreement, the provisions of this Amendment No. 1 shall govern in all aspects.

9. All terms and conditions of the Agreement, not inconsistent with the terms and conditions of this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Amendment No. 1 to the Agreement, by their duly authorized officers or agents, effective on the day and year first written above.

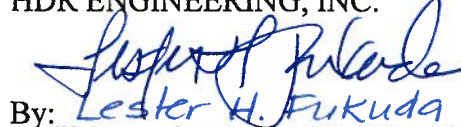
CITY AND COUNTY OF HONOLULU



By: Michael R. Hansen, Acting Director
Department of Budget and Fiscal Services

FEB 18 2011

HDR ENGINEERING, INC.

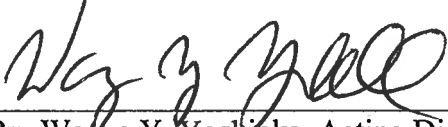


By: Lester H. Fukuda
Its: Vice-President

Address:

1132 Bishop Street, Suite 1003
Honolulu, HI 96813

APPROVED AS TO CONTENT:



By: Wayne Y. Yoshioka, Acting Director
Department of Transportation Services

APPROVED AS TO FORM AND
LEGALITY:

GARY Y. TAKEUCHI

Deputy Corporation Counsel

STATE OF HAWAII

)
) ss.
)

On this 31st day of January, 2011, personally before me appeared

Lester H. Fukuda, to me personally known, who, being by me duly sworn or affirmed,

did say that he/she is the Vice President of HDR Engineering, Inc., and known to me to

be the person who executed the within instrument on behalf of the corporation therein named and

acknowledged to me that the corporation executed it.



Kim R. Castillo

Notary Public, First Judicial Circuit

State of Hawaii

My Commission Expires: 9/5/2012

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Agreement for

Professional Services, Contract No. SC-DTS-1100013

Amendment No. 1

Doc. Date: Undated at time of notarization

No. of Pages: 4

Jurisdiction: First Circuit

Ki R. Carter

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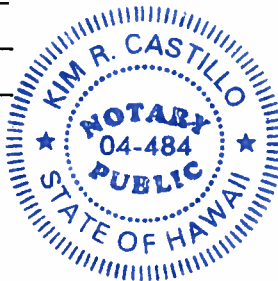
Signature of Notary

Date of Certificate

Kim R. Castillo

Printed Name of Notary

(Official Stamp or Seal)



**FIRST AMENDED EXHIBIT 2A – CONTRACT COST
ESTIMATE**

**SPECIAL PROVISIONS TO THE
AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU
AND HDR ENGINEERING, INC.**

STATION DESIGN CONSULTANT

**FARRINGTON HIGHWAY STATION GROUP
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

**FIRST AMENDED EXHIBIT 2A
CONTRACT COST ESTIMATE**

<u>Notice to Proceed</u>	<u>Estimated Cost</u>
1a: PREPARE SCHEDULE OF MILESTONES	\$52,356
1a-1: DESIGN WORKSHOP	\$114,794
1b: REVISION TO PRELIMINARY ENGINEERING (PE)	To be determined (TBD)
2: INTERIM DESIGN (ID)	\$3,672,296
3: FINAL DESIGN (FD)	\$1,103,352
4: DESIGN SUPPORT DURING BIDDING	TBD
5: DESIGN SUPPORT DURING CONSTRUCTION	<u>TBD</u>
Total Contract Amount	\$4,942,798
Allowance for Extra Work	<u>\$557,898</u>
Total Aggregate Amount	<u>\$5,500,696</u>

**FIRST AMENDED EXHIBIT 2B – COMPENSATION AND
INVOICING**

**SPECIAL PROVISIONS TO THE
AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU
AND HDR ENGINEERING, INC.**

STATION DESIGN CONSULTANT

**FARRINGTON HIGHWAY STATION GROUP
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

FIRST AMENDED EXHIBIT 2B COMPENSATION AND INVOICING

1. Subject to the provisions set forth in this Agreement, the CONSULTANT will be paid periodically by the CITY for authorized and satisfactorily completed Work under this Agreement based on an approved Schedule of Milestones. Such payment shall be full compensation for Work performed, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. The amount to be paid to the CONSULTANT shall be computed as hereinafter set forth; provided that such payment shall not exceed the amount of FOUR MILLION NINE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$4,942,798.00), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided for in this Agreement. In the event the CONSULTANT incurs costs or fees in excess of the Total Contract Amount, adjusted as provided herein, the CONSULTANT shall pay such excess from its own funds and shall have no claim against CITY for payment of such excess.

2. The CONSULTANT shall submit a proposed Schedule of Milestones within ten (10) working days after receipt of NTP #1a. The Schedule of Milestones is to be organized by NTP and will identify the Scope of Work (SOW) activity code, describe the activity, specify the associated fixed-price amount and specify the estimated completion date. The CONSULTANT's Baseline Design Schedule must be conformed to the Schedule of Milestones. The CITY and the CONSULTANT shall reach agreement on the proposed Schedule of Milestones at which time the CITY will approve the Schedule of Milestones. The CITY's approved Schedule of Milestones shall be added to the Agreement by contract amendment and become part of the Agreement by amending the First Amended Exhibit 2B-1 to these Special Provisions. In no event shall compensation exceed the amounts listed in the Schedule of Milestones or the Total Contract Amount.

3. **Payment Schedule.** Upon completion of Milestones for which NTP has been issued, the CONSULTANT shall submit to the CITY invoices for payment for Project Work completed on a schedule to be determined by the CITY and the CONSULTANT in a form and in reasonable detail as determined by the CITY. Within thirty (30) days of receipt of invoice, and upon approval of the work satisfactorily completed and amount billed, the CITY will pay the invoice as approved. At no time shall the total cumulative amount paid for the Project Work exceed the Total Contract Amount. **The CONSULTANT shall notify the CITY in writing no later than ten (10) days after expending seventy five percent (75%) of the Total Contract Amount or whenever the CONSULTANT believes the Project Work cannot be completed for the Total Contract Amount.**

**FIRST AMENDED EXHIBIT 2B-1
PROJECT PAYMENT SCHEDULE**

APPROVED SCHEDULE OF MILESTONES*

<u>Milestone</u>	<u>Amount</u>
NTP #1a Schedule of Milestones	\$ 52,356
NTP #1a-1 Design Workshop	\$114,794
NTP #2 Interim Design (ID)	\$3,672,296
NTP #3 Final Design (FD)	<u>\$1,103,352</u>
Total Contract Amount	\$4,942,798
Allowance for Extra Work	<u>\$557,898</u>
Total Aggregate Amount	<u>\$5,500,696</u>

*Upon issuance of NTP #1a, the CONSULTANT is to provide a Schedule of Milestones to the CITY within ten (10) days. The CITY's approved Schedule of Milestones shall be added to the Agreement by contract amendment and become part of the Agreement by amending this First Amended Exhibit 2B-1.